

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK**

**STAMPEDE PRESENTATION
PRODUCTS, INC.,**

Plaintiff,

v.

15-CV-557A(Sr)

M & A INTERNATIONAL INC.,

Defendant.

DECISION AND ORDER

This case was referred to the undersigned by the Hon. Richard J. Arcara, pursuant to 28 U.S.C. § 636(b)(1), for all pretrial matters and to hear and report upon dispositive motions. Dkt. #8.

In this action, Stampede Presentation Products, Inc. ("Stampede"), seeks indemnification from M&A International, Inc. ("M&A"), of \$157,698.84 plus fees, costs and expenses incurred by Stampede as a result of trademark litigation initiated by Oakley, Inc. ("Oakley"). Dkt. #1.

M&A demanded production of all documents and information relating to settlement of the Oakley trademark litigation, but Stampede declined to provide the documents due to a confidentiality clause in the settlement agreement. Dkt. #13-1, ¶ 10.

M&A moved to compel disclosure of the settlement agreement (Dkt. #13), arguing that it is impossible to assess Stampede's damages or otherwise evaluate Stampede's claim against M&A without such disclosure. Dkt. #13-1, ¶ 16.

Stampede opposes the motion because the litigation between Stampede and Oakley was dismissed subject to a confidentiality clause. Dkt. #16, ¶ 3.

Stampede cannot seek indemnification from M&A without providing M&A with documentation regarding the resolution of the trademark litigation commenced by Oakley. Accordingly, M&A's motion to compel is granted and Stampede is ordered to disclose all documents and information relating to the settlement between Stampede and Oakley.

SO ORDERED.

DATED: Buffalo, New York
April 4, 2016

s/ H. Kenneth Schroeder, Jr.
H. KENNETH SCHROEDER, JR.
United States Magistrate Judge